



**DEPARTMENT OF GENERAL SERVICES**  
**Procurement Division**

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October 5, 2007

**ADDENDUM #4**  
**for RFP OSI 2046**  
**Statewide Fingerprint Imaging System**

To All Bidders:

This cover letter is in reference to Addendum #4 to RFP OSI 2046. Addendum #4 is complete in both Microsoft Word Format and Portable Document Format (PDF). The PDF version is the official copy and takes precedence over any Microsoft Word version. New and revised text appears as a tracked change and is marked with a vertical line in the margin of the page. All other terms and conditions of the RFP remain the same.

The following are major changes included in this addendum:

Section	Description
Section I.F	Key Action Dates. Changed all Key Action Dates, Items 4 through 16.
Section I.H	<ul style="list-style-type: none"><li>○ Glossary of Terms. Added or modified definitions for Acceptance, Central Site, Data, and Modification(s).</li><li>○ Changed all references from Printrak to Motorola/Printrak.</li></ul>
Section III	Changed all references from Printrak to Motorola/Printrak.
Section V	Changed all references from Printrak to Motorola/Printrak.
Section VI	Changed all references from Printrak to Motorola/Printrak.
Section VI.B, SOW Requirement #3	Added language for the State to test for compliance with Appendix G.
Section VI.C, SOW Requirement #15	Deleted the State's testing process (2 <sup>nd</sup> paragraph)
Section VI.C, SOW Requirement #16	<ul style="list-style-type: none"><li>○ Clarified the responsibilities of the Contractor's Verification Technicians with respect to accuracy.</li><li>○ Changed the accuracy threshold from 99.5% to 99.7%.</li><li>○ Changed the responsibility for reporting Contractor's Verification Technician's accuracy from the Contractor to the State Certified Fingerprint Examiner.</li></ul>
Section VI.F, SOW Requirement #23	<ul style="list-style-type: none"><li>○ Added phrase "at a minimum" to the last sentence, 1<sup>st</sup> paragraph.</li><li>○ Clarified contractor responsibilities for the Central Site with respect to new or used equipment in 6<sup>th</sup> bulleted item.</li><li>○ Added sub-requirement for each remote workstation, except for Portable Input Workstations to have a color, high resolution, flat-panel, Liquid Crystal Display (LCD)</li></ul>

Section	Description
	<p>monitor of at least nineteen (19) inches.</p> <ul style="list-style-type: none"> <li>○ Added sub-requirement for Monitor Privacy Filters.</li> <li>○ Added sub-requirement for Contractor staff to demonstrate new hardware and operating system software to county staffs.</li> <li>○ Clarified that new Contractor shall coordinate with the previous contractor to assure timely deinstallation and disposal of current remote workstation hardware/software.</li> </ul>
Section VII	Changed all references from Printrak to Motorola/Printrak.
Section X, Standard Agreement	<ul style="list-style-type: none"> <li>○ Deleted sentence "Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto."</li> <li>○ Deleted sentence "<i>Exhibit A can be viewed at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a>.</i>"</li> <li>○ Deleted asterisks.</li> <li>○ Added "– Sections III, V, VI" To Exhibit C – RFP OSI 2046.</li> </ul>
Section X.A.18	Reorganized and renumbered entire section. Note: Re-numbering is not displayed as changes.
Section X.A.18.a)	<ul style="list-style-type: none"> <li>○ Deleted Phrase "Unless otherwise specified in the Statement of Work" from 1st sentence.</li> <li>○ Added (and (iii) fit for their intended purpose." to 2nd sentence.</li> </ul>
Section X.A.18.b)	Added new section. "Contractor warrants that the whole Information Technology system provided pursuant to this Contract shall function, operate and perform in all facilities in full and complete conformity with the requirements of this Contract and Accepted designs, descriptions, and Specifications."
Section X.A.18.c)	Added new section. "Contractor shall perform all Services required pursuant to this Contract in a professional manner, with high quality, using best industry practices, and in accordance with the standards of the manufacturers of applicable System components."
Section X.A.18.d) (formerly Section 18.b)	Added phrase "intercept and retransmit Data, provide unauthorized use of Data or system resources, disrupt or" to 1st sentence.
Section X.A.18.e) (formerly Section 18.c)	<ul style="list-style-type: none"> <li>○ Deleted phrase "Unless otherwise specified in the Statement of Work:."</li> <li>○ Deleted paragraph "(i) Contractor does not warrant that any Software provided hereunder is error free or that it will run without immaterial disruption."</li> </ul>
Section X.A.18.g) (formerly Section 18.e)	Deleted phrase "Except as may be specifically provided in the Statement of Work or elsewhere in this Contract" from 1 <sup>st</sup> sentence.
Section X.A.18.h) (formerly Section	Deleted phrase "OR FITNESS FOR A PARTICULAR PURPOSE."

Section	Description
18.f)	
Section X.A.20	<ul style="list-style-type: none"> <li>○ Replaced "When performing work on property in the care, custody or control of the State" <b>with</b> "For the period of this Contract."</li> <li>○ Deleted word "all" in 1<sup>st</sup> sentence.</li> <li>○ Deleted phrase "and any other insurance the State deems appropriate under the Contract."</li> <li>○ Added sentence "For each insurance policy provided the minimum acceptable limit is one million dollars (\$1,000,000) per occurrence."</li> </ul>
Section X.A.21.c)	Added new section. "The State Agrees that if paragraph a) above is invoked, and provided that the legislature authorizes SFIS post termination expenditures, the State agrees to pay Contractor for close down costs related to the termination but not for lost profits. In any event, the Contractor shall not be paid for services performed after the effective date of termination."
Section X.A.32	Replaced phrase "used or reconditioned Goods are prohibited, unless otherwise specified." <b>with</b> "except equipment provided for maintenance may be recycled or refurbished."
Section X.A.34	Added " <b>Contractor shall report to the State all unauthorized access to, damage to, loss, destruction, or unauthorized disclosure of State confidential information. The provisions of this entire Paragraph 34, Confidentiality of Data, shall remain in effect following the termination or expiration of this Contract.</b> " to end of paragraph.
Section X.A.37.a)	Replaced "All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this subsection a) may be revised in a Statement of Work." with "Ownership of copyright and all other intellectual property rights and know-how in the Deliverables created, developed, produced or generated by the Contractor in its performance of the services provided pursuant to this Contract, including without limitation, any services performed prior to the effective date of the Contract, (the Work Product) shall immediately vest in and remain with the State, subject to any licenses reserved by the federal government as required pursuant to federal law."
Section X.A.37.b)	Added new paragraph "The Contractor shall grant to the

Section	Description
	State, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to display, perform, modify and create derivative works, and distribute the Pre-Existing Materials to the extent necessary to operate SFIS in accordance with the SFIS Project System Design Document."
Section X.A.37.c)	<p>Replaced "The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose." with "Pursuant to Title 45 of the U.S. Code of Federal Regulations, Section 95.617, and notwithstanding any other provisions of these General Provisions or this Contract, the U.S. federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes (Government Purpose Rights), any software modifications and documentation developed pursuant to this Contract.</p> <p>"Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any federal government purpose (a project or activity funded by the federal government) and to authorize the use, modification, reproduction, performance, release, display, creation of derivative works from, and disclose the Work Product for any federal government purpose. Recipients of the Work Product for federal government purposes may include, without limitation, State Contractors, California local government, the U.S. federal government, and the State and local governments of other states.</p>
Section X.B.1	Deleted entire section titled "Specific Provisions."
Section X.B.2	<ul style="list-style-type: none"> <li>○ Replaced "Agreement" with "Contract."</li> <li>○ Deleted "and above referenced contract."</li> </ul>

Section	Description
	<ul style="list-style-type: none"> <li>○ Added phrase "Revised Solely for RFP-OSI 2046 (Effective 04/12/2007), and as specified throughout this Contract."</li> </ul>
Section X.B.3	Capitalized "Contract."
Section X.B.4	Deleted entire section titled "Contract Scope."
Section X.B.5	<ul style="list-style-type: none"> <li>○ Replaced section title "Responsibilities of Contractor" <b>with</b> "Statement of Work."</li> <li>○ Added phrase "excluding those obligations that are the responsibility of the State or the State's contractors, vendors or agents other than Contractor."</li> <li>○ Deleted: Contractor shall establish a Central Site for SFIS, networked to remote SFIS sites located throughout the State through the Department of Technology Services (DTS) Wide Area Network, as described in RFP OSI 2046. Contractor shall be responsible for, at a minimum and without limitation: <ul style="list-style-type: none"> <li>• Establishing and operating a SFIS Central Site;</li> <li>• Procuring and installing all hardware and software for the SFIS Central Site and all remote sites;</li> <li>• Utilizing the DTS Wide Area Network for communications from the Central Site to remote county sites;</li> <li>• Designing and programming of SFIS;</li> <li>• Testing, under review of the State, of all software, hardware, communications network, on-line and batch processing, including Systems Test, and Acceptance Tests;</li> <li>• Providing full and complete system documentation;</li> <li>• Providing training in system use, photo image, and finger ID imaging for designated staff and as required and agreed to by the State Project Manger;</li> <li>• Operating and maintaining the fully implemented SFIS; and</li> <li>• Operation and maintenance of the Automated Fingerprint Imaging System (AFIS).</li> </ul> </li> </ul>
Section X.B.7.C.(1)	Added phrase "if known in advance" to last sentence.
Section X.B.9.A	Added phrase "or for changes suggested by the Contractor,"
Section X.B.9.C	<ul style="list-style-type: none"> <li>○ Added phrase "(but in no event shall such level of Change Order work exceed the work that can be reasonably performed by two full-time employees)."</li> <li>○ Added phrase "upon Acceptance by the State Project Manager of the Deliverable(s) which are the subject of the Change Order."</li> </ul>
Section X.B.9.D	Replaced "Upon Acceptance by the State Project Manager of the Deliverable(s) which is the subject of the Change Order,

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	each such Change Order shall be incorporated into and become a part of this Contract and the terms and conditions of this Contract shall apply to all such Change Orders.” <b>with</b> “Upon execution of the Change Order, each such Change Order shall be incorporated into and become a part of this Contract and the terms and conditions of this Contract shall apply to all such Change Orders.”
Section X.B.9.F	Replaced “If Contractor refuses to perform or fails to complete a Change Order issued by the State, Contractor shall be in material breach of this Contract and the State shall have the right to terminate this Contract for Default pursuant to the procedures for Default as provided herein.” <b>with</b> “If Contractor refuses to perform or fails to complete a Change Order executed pursuant to this Section 9, Contractor shall be in material breach of this Contract and the State shall have the right to terminate this Contract for Default pursuant to the procedures for Default as provided herein.”
Section X.B.10.C.(1)	Added phrase “under this Contract” to the 1 <sup>st</sup> sentence.
Section X.B.10.C.(2)	Deleted entire section.
Section X.B.10.D	Added phrase “under this Contract from” to 1 <sup>st</sup> sentence.
Section X.B.10.E	Replaced “and the State agrees to pay such charges, the State shall furnish the Contractor an Authorization to Bill, which shall contain sufficient information to support the claim and for the Contractor to compute appropriate charges. Such Authorization to Bill shall be submitted promptly following the end of the month covered by the authorization, and shall be based on appropriate records subject to joint review by the State and the Contractor at the request of either party.” <b>with</b> “the work will be done pursuant to a Change Order and at the rates for such work as contained in Attachment 2.
Section X.B.10.F	<ul style="list-style-type: none"> <li>○ Added phrase “for each workstation” to the 1<sup>st</sup> sentence, 1<sup>st</sup> paragraph.</li> <li>○ Replaced “January 1, 2007” <b>with</b> “the completion of the Transition-In Period” in the 1<sup>st</sup> sentence, 1<sup>st</sup> paragraph.</li> <li>○ Added word “for each workstation” to the 1<sup>st</sup> sentence, 2<sup>nd</sup> paragraph.</li> <li>○ Replaced “installation charge, and delivery charge” <b>with</b> “and any specific charges to a piece of equipment” to the 1<sup>st</sup> sentence, 2<sup>nd</sup> paragraph.</li> </ul>
Section X.B.11.A	Deleted phrase “and whose subcontract has been reviewed by the State” from 3 <sup>rd</sup> sentence.
Section X.B.11.B	<ul style="list-style-type: none"> <li>○ Added phrase “consistent with the indemnification obligations of this Contract” to the 2<sup>nd</sup> sentence.</li> <li>○ Deleted phrase “as demonstrated by receiving professional certification(s) and license(s).” from last sentence.</li> </ul>

Section	Description
Section X.B.12.A.(1)	Added "All equipment installations shall be performed on State and county workdays, except as specifically agreed to by the State." to end of paragraph.
Section X.B.12.A.(2)	Deleted "All equipment installations shall be performed on State and county workdays, except as specifically agreed to by the State." at beginning of paragraph.
Section X.B.12.A.(8)	Added "The installation of equipment by the State will be performed by State employees or subcontractors who have training and experience in equipment installation."
Section X.B.12.B.(1)	<ul style="list-style-type: none"> <li>○ Added phrase "by Contractor" to 1<sup>st</sup> sentence.</li> <li>○ Replaced phrase "efficiently from an environmental point of view, and properly from a functional point of view." with "environmentally efficiently and function properly."</li> </ul>
Section X.B.12.B.(7)	Added "(7) Any equipment failure or installation delay due to the State's failure to prepare sites in accordance with specifications as defined in the <b>System Operation and Support Plan</b> , shall not be deemed to be the fault of Contractor, and Contractor shall not be liable for withholds, liquidated damages, set offs, or other damages due to such equipment or installation failure resulting from the State's delay."
Section X.B.14.B.(1)	Added phrase "pursuant to this Section 14(B)."
Section X.B.14.B.(5)	Replaced "Relocation of equipment by the Contractor for State convenience shall be at State expense." with "Relocation of equipment by the Contractor at the State's request shall be at State expense, pursuant to this Section 14(B)."
Section X.B.14.F.(1)	Added phrase "or County employees or contractors."
Section X.B.14.F.(2)	Added phrase "or County employees or contractors."
Section X.B.14.G	Added phrase "upon reasonable advance notice during normal business hours" to the 1st sentence.
Section X.B.14.J	<ul style="list-style-type: none"> <li>○ Added phrase "located at State and County locations" to the 1st sentence, 1<sup>st</sup> paragraph.</li> <li>○ Added sentence "It is expected that this obsolescence will have been anticipated and planned for in the SFIS Technology Refreshment Plan for the Contract year." to 1<sup>st</sup> paragraph.</li> <li>○ Added paragraph "This replacement requirement shall not apply to equipment installed within twelve (12) months of the discontinuance by manufacturer, in which case the parties will mutually agree on the timeframe for replacement."</li> </ul>
Section X.B.17.C	Deleted entire section titled "Equipment installation Delays Caused by Contractor."
Section X.B.17.D	Deleted entire section titled "Other Delivery Delays Caused by the Contractor."

Section	Description
Section X.B.17.E.(1)	Added paragraph "Each month the Contractor does not meet the OPEN SEARCH False Match rate, the Contractor may meet with the State to determine which false matches the State may discard as a result of poor capture technique by operators. Those false matches which were the result of poor capture technique by operators as determined by the State shall not be counted in the Two Finger OPEN SEARCH False Match rate."
Section X.B.17.E.(2)	Added paragraph "Each month the Contractor does not meet the Two Finger OPEN SEARCH False Non-Match Accuracy Level, the Contractor may meet with the State to determine which Two Finger OPEN SEARCH False Non-match results the State may discard as a result of poor capture techniques by operators. Those False Non-match results which were caused by poor capture techniques of operators as determined by the State shall not be counted when the Two Finger OPEN SEARCH False Non-Match Accuracy Level is calculated."
Section X.B.17.E.(3)	Added paragraph "Each month the Contractor does not meet the CLOSED SEARCH False Non-Match rate, the Contractor may meet with the State to determine which Two Finger CLOSED SEARCH False Non-match results the State may discard as a result of poor capture techniques by operators. Those False Non-match results which were the result of poor capture techniques by operators as determined by the State shall not be counted when the Two Finger CLOSED SEARCH False Non-Match Accuracy Level is calculated."
Section X.B.17.F	<ul style="list-style-type: none"> <li>○ Added phrase "no match" to the last sentence, 1<sup>st</sup> paragraph.</li> <li>○ Replaced phrase "ninety-nine point five percent (99.5%)" <b>with</b> "ninety-nine point seven percent (99.7%)" in the last sentence, 1<sup>st</sup> paragraph.</li> <li>○ Deleted phrase "or as proposed in the response to RFP OSI 2046" in the last sentence, 1<sup>st</sup> paragraph.</li> <li>○ Added phrase "measured on a monthly basis" to the last sentence, 1<sup>st</sup> paragraph.</li> <li>○ Deleted sentence "For this calculation, fingerprints that are assessed as inconclusive by Contractor's fingerprint technicians and confirmed as inconclusive by the State shall not be counted in determining the accuracy of Contractor's Verification Technicians. The Contractor shall each month for the term of the Contract provide to the State a report (titled Verification of Unexpected Results) describing the Verification Technicians accuracy for the prior month." in 1<sup>st</sup> paragraph.</li> <li>○ Added new 2<sup>nd</sup> paragraph "On behalf of the State, the</li> </ul>



Section	Description
	<p>State Certified Fingerprint Examiner (SCFE) will determine and report monthly on the accuracy of Contractor's Verification Technicians for the prior month. The SCFE shall each month for the term of the Contract provide to the State and Contractor a report (titled Verification of Unexpected Results) describing the raw numbers and percentage calculation of Contractor Verification Technicians accuracy for the prior month.</p> <ul style="list-style-type: none"> <li>○ Replaced phrase "If the Contractor does not meet or maintain this Verification Technician Accuracy level in any month" <b>with</b> "The Contractor shall have six (6) weeks from the date of Notice from the State of the intent to assess damages related to the Contractor's Verification Technician's accuracy to take corrective action and to meet or maintain the RFP or proposed Contractor Verification Technician's accuracy of Unexpected Results during the second monthly period. If, after the six (6) week cure period the Contractor does not meet or maintain this Contractor Verification Technician Accuracy level in any month," in 3<sup>rd</sup> (formerly 2<sup>nd</sup>) paragraph.</li> </ul>
Section X.B.17.G	<ul style="list-style-type: none"> <li>○ Replaced phrase "returned to the workstation that transmitted the search and the search result is: fully ready for viewing at the workstation and submitted to the print queue at the workstation printer." <b>with</b> "available to the SFIS operator at the workstation that transmitted the search, via the SFIS Inquiry function, and the search result is submitted to the print queue at the workstation printer, if the SFIS Operator has the automated print function enabled; or in the cases where the automated print function is not enabled, the search is available to be printed." In 1<sup>st</sup> paragraph.</li> <li>○ Added paragraph "The Contractor is not responsible for and shall not be assessed liquidated damages pursuant to this provision where the Response Times required by this liquidated damages requirement are not met and the cause for not meeting the requirements is because of the performance of a part of the SFIS network under the control of the State."</li> <li>○ Added paragraph "The State will provide the Contractor current data on the bandwidth for all circuits used to support SFIS."</li> </ul>
Section X.B.17.M	<ul style="list-style-type: none"> <li>○ Added sentence "If at any time the Contractor does not provide the required personnel or does not provide personnel to meet directly with the State when requested by the State, Contractor may be assessed liquidated damages equal to eight (8) hours of pay at the applicable</li> </ul>

Section	Description
	<p>Hourly Rate for each required Staff member each calendar day the staff member is not so provided, unless the failure to provide or provide access to such staff is beyond Contractor's control as defined in Force Majeure, General Provisions (GSPD-401IT Revised Solely for RFP OSI-2046) paragraph 24." to 1<sup>st</sup> paragraph.</p> <ul style="list-style-type: none"> <li>○ Replaced paragraph "If at any time the Contractor does not provide the required personnel or does not provide personnel to meet directly with the State when requested by the State, Contractor may be assessed liquidated damages of the Contractor shall be assessed liquidated damages equal to eight (8) hours of pay at the applicable Hourly Rate for each required Staff member each calendar day the staff member is not so provided, unless the failure to provide or provide access to such staff is beyond Contractor's control." <b>with</b> "If the Contractor does not provide the required personnel or does not provide personnel to meet directly with the State when requested by the State, the Contractor will be given a seventy-two (72) hour cure period. If the Contractor is unable to cure the problem during the cure period, liquidated damages shall accrue for each calendar day the staff member is not so provided, unless the failure to provide or provide access to such staff is beyond Contractor's control as defined in Force Majeure, General Provisions (GSPD-401IT Revised Solely for RFP OSI-2046) paragraph 24."</li> </ul>
Section X.B.17.O	Deleted entire section titled "SFIS System Defects or Failure."
Section X.B.17.Q	Added sentence "Notwithstanding the foregoing, or anything to the contrary herein, if the State terminates this Contract for any reason, any liquidated damages being assessed at the time of termination will end as of the effective date of the termination."
Section X.B.17.R	Added new Section titled "Cascading Liquidated Damages."
Section X.B.17.S	Added new Section titled "Cumulative Liquidated Damages."
Section X.B.18	Deleted entire section titled "Termination of Contract."
Section X.B.21	Deleted entire section titled "State Ownership."
Section X.B.22	Deleted entire section titled "Federal and Other Licenses."
Section X.B.23	Deleted entire section titled "Software Licenses."
Section X.B.24	Deleted entire section titled "Rights in Data."
Section X.B.25	Deleted entire section titled "Right to Copy or Modify."
Section X.B.26	Deleted entire section titled "Confidential Information."
Section X.B.27	Deleted entire section titled "Contract Audits, Records and Federal Access."
Section X.B.28	Deleted entire section titled "Insurance."
Section X.B.29	Deleted entire section titled "Indemnification."

Section	Description
Section X.B.31	Deleted entire section titled "Dispute Resolution."
Section X.B.32	Deleted entire section titled "Warranty."
Section X.B.33.A	Deleted phrase "as determined by the State."
Section X.B.33.B	Replaced phrase "and Operating Software" <b>with</b> "for which Contractor has maintenance responsibilities hereunder."
Section X.B.33.D.(1)	Replaced "system" <b>with</b> "Equipment."
Section X.B.33.D.(3)	Replaced phrase "selected by the State" <b>with</b> "mutually agreed upon by the parties."
Section X.B.33.D.(6)	<ul style="list-style-type: none"> <li>o Added phrase "or replace" to 1st sentence, 1<sup>st</sup> paragraph.</li> <li>o Added phrase "or replacement to 2<sup>nd</sup> and 3<sup>rd</sup> sentences, 1<sup>st</sup> paragraph.</li> </ul>
Section X.B.33.D.(9)	Added phrase "recycled or refurbished" To 1 <sup>st</sup> sentence.
Section X.B.34.A	<ul style="list-style-type: none"> <li>o Replaced "on" <b>with</b> "to."</li> <li>o Replace phrase "Contractor equipment <b>with</b> "Equipment provided by Contractor in performance of this Contract that is owned by the Contractor ("Contractor Equipment")."</li> </ul>
Section X.B.34.B	<ul style="list-style-type: none"> <li>o Replaced "machines" <b>with</b> "Contractor Equipment", 1<sup>st</sup> sentence.</li> <li>o Replaced "system" <b>with</b> "Contractor Equipment", 2<sup>nd</sup> sentence.</li> </ul>
Section X.B.34.C	Deleted entire section.
Section X.B.35.A.(4)	Replaced "machines" <b>with</b> "Contractor Equipment."
Section X.B.35.B	Added phrase "to the State" to 2 <sup>nd</sup> sentence.
Section X.B.36.B	Added phrase "The Contractor shall have ten (10) business days to repair or replace (cure) the inoperative machines(s). If at the end of the cure period, the Contractor is unable to restore the machine to normal operating condition,".
Section X.B.37.A	Replaced "There shall be no charge for engineering changes. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes." <b>with</b> Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. There shall be no charge for installation of engineering changes unless Contractor has made a reasonable effort to secure time to install such changes and has been unable to install such changes due to circumstances outside control of the Contractor as determined by the State. If this situation occurs, Contractor may charge, at its then current time and material rates, for additional service time and materials required to install such changes."
Section X.B.37.B	Deleted entire section.

The changes included in this addendum are significant and should be reflected by each bidder in the Pre-Qualification and/or Final Proposal.

Note that the dates in the Key Action Dates have been changed.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Burton", with a stylized, flowing script.

TOM BURTON

Major Acquisitions

916-375-4493

[Tom.Burton@dgs.ca.gov](mailto:Tom.Burton@dgs.ca.gov)